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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 22 2022

R. Henry

MM1

JUN 24 2022

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF RIVERSIDE**
9

10 EDUARDO HERNANDEZ, individually, and on
behalf of all others similarly situated,

11 Plaintiff,

12
13 vs.

14 CREATING A LEGACY, INC., a California
15 corporation; and DOES 1 through 10, inclusive,

16 Defendants
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Case No.: CVRI2105846

*[FILED AS A MATTER OF RIGHT PER CAL.
LABOR CODE § 2699.3, subd. (a)(2)(C)]*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

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1 Plaintiff Eduardo Hernandez ("Plaintiff"), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENTS**

5 1. Plaintiff brings this action against Defendants Creating a Legacy, Inc., and Does 1
6 through 10 (collectively referred to as "Defendants") for California Labor Code violations and
7 unfair business practices stemming from Defendants' failure to pay minimum wages, failure to
8 pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods,
9 failure to maintain accurate records of hours worked and meal periods, failure to timely pay all
10 wages to terminated employees, failure to indemnify necessary business expenses, and failure to
11 furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
13 class action on behalf of himself and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the "Class" or "Class Members" and defined more fully
15 below). The Class consists of Plaintiff and all other persons who have been employed by any
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of limitations
17 period applicable to the claims pleaded here.

18 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
19 California Private Attorney General Act ("PAGA") to recover civil penalties that are owed to
20 Plaintiff, the State of California, and past and present non-exempt, hourly-paid employees of
21 Defendants who worked in California during the applicable statute of limitations period
22 (hereinafter referred to as the "Aggrieved Employees").

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Riverside County. As such, and based
25 upon all the facts and circumstances incident to Defendants' business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission ("IWC"), and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor Code
5 and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses incurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
19 and
- 20 (f) Failing to maintain accurate records of the hours that employees worked.
- 21 (g) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders.

24 6. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.
28

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident that worked for Defendants in the County of _____, Riverside, State of California, as a caregiver, from approximately March 2021 to August 2021.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Creating a Legacy, Inc. is:

- (a) A California non-profit corporation with its principal place of business in Riverside, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Riverside County; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Creating a Legacy, Inc. suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will

1 amend this complaint to set forth the true names and capacities of these Defendants when they
2 have been ascertained, together with appropriate charging allegations, as may be necessary.

3 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
4 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
5 and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in
6 the State of California.

7 13. Plaintiff is informed and believes and thereon alleges that at all relevant times
8 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
9 the other employees described in the class definitions below, and the Aggrieved Employees, and
10 exercised control over their wages, hours, and working conditions. Plaintiff is informed and
11 believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent,
12 partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent
13 corporation, successor in interest and/or predecessor in interest of some or all of the other
14 Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for
15 profit, and bore such other relationships to some or all of the other Defendants so as to be liable
16 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes
17 and thereon alleges that each Defendant acted pursuant to and within the scope of the
18 relationships alleged above, that each Defendant knew or should have known about, and
19 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
20 Defendants.

21 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 14. Plaintiff is a California resident who worked for Defendants in the County of
23 Riverside, State of California, as a caregiver, from approximately March 2021 to August 2021.
24 During the statutory period, Defendants classified Plaintiff as non-exempt from California's
25 overtime requirements, and paid Plaintiff an hourly wage.

26 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
27 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
28 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest

1 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
2 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
3 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
4 Defendants was typical and illustrative.

5 16. Throughout the statutory period, Defendants maintained a policy and practice of
6 not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all
7 overtime wages. For example, Plaintiff, the Class, and the Aggrieved Employees were
8 occasionally required to work 2 separate shifts within the same day. However, Defendants failed
9 to pay Plaintiff, the Class, and the Aggrieved Employees all overtime compensation for work
10 performed in excess of 8 hours in a single day. The company policy further indicated that
11 overtime compensation would be paid for those hours worked in excess of 40 hours per week,
12 and was silent on work performed in excess of 8 hours in a single day. Also throughout the
13 statutory period, Plaintiff, the Class, and the Aggrieved Employees were required to work "off
14 the clock" and uncompensated. For example, Plaintiff, the Class, and the Aggrieved Employees
15 were required to pick up their paychecks from the office, and there were no options to have the
16 paycheck delivered to Plaintiff, the Class, and the Aggrieved Employees leading to off the clock
17 work traveling and waiting for the check, uncompensated. Also, prior to their scheduled shifts,
18 Plaintiff, the Class, and the Aggrieved Employees were required to arrive early in order to obtain
19 an update from the prior shift regarding the client, off the clock and uncompensated. After some
20 scheduled shifts ended, Plaintiff, the Class, and the Aggrieved Employees were also required to
21 stay past their scheduled shift time in the event employees were late for their shifts, or if
22 Plaintiff, the Class, and the Aggrieved Employees were required to provide additional updates to
23 the following shifts that went through the scheduled shift end time. Further, Plaintiff, the Class,
24 and the Aggrieved Employees were required to use their own personal cellular telephones for
25 work, including off the clock work, to speak to supervisors, uncompensated and off the clock. In
26 maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate
27 records of the hours Plaintiff, the Class, and the Aggrieved Employees worked.
28

1 17. Throughout the statutory period, Defendants have wrongfully failed to provide
2 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.
3 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
4 Employees to work in excess of five consecutive hours a day without providing 30-minute,
5 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
6 compensating Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not
7 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
8 adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal
9 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the
10 tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal
11 periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with California law.

12 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
13 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest
14 periods. Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
15 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
16 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four
17 hours of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and
18 the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also
19 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take
20 a rest period. Moreover, Defendants did not have adequate policies or practices permitting or
21 authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did
22 Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
23 also did not have adequate policies or practices to verify whether Plaintiff, the Class, and the
24 Aggrieved Employees were taking their required rest periods. Further, Defendants did not
25 maintain accurate records of employee work periods, and therefore Defendants cannot
26 demonstrate that Plaintiff, the Class, and the Aggrieved Employees took rest periods during the
27 middle of each work period. Accordingly, Defendants' policy and practice was to not authorize
28

1 and permit Plaintiff, the Class, and the Aggrieved Employees to take rest periods in compliance
2 with California law.

3 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
4 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
5 their duties for Defendants without reimbursement. For example, Plaintiff, the Class, and the
6 Aggrieved Employees were required to use their own personal cellular telephones for work
7 purposes, which included speaking to supervisors, without reimbursement. Plaintiff, the Class,
8 and the Aggrieved Employees were also required to drive their own personal vehicles for work
9 purposes, without reimbursement of automobile expenses such as gas and mileage. Also
10 Plaintiff, the Class, and the Aggrieved Employees occasionally purchased items for clients,
11 without reimbursement.

12 20. Throughout the statutory period, Defendants willfully failed and refused to timely
13 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all
14 wages for all minimum wages, overtime wages, meal period premium wages, and rest period
15 premium wages. Further, Defendants did not pay Plaintiff, the Class, and the Aggrieved
16 Employees their final paychecks immediately upon termination.

17 21. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
18 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
19 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
20 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
21 were not provided in accordance with California law, correct wages for rest periods that were not
22 authorized and permitted to take in accordance with California law, and Defendant's address).
23 Further, the wage statements do not show Defendant's address as required by California law. As
24 a result of these violations of California Labor Code § 226(a), the Plaintiff and the Class suffered
25 injury because, among other things:

- 26 (a) the violations led them to believe that they were not entitled to be paid
27 minimum wages, overtime wages, meal period premium wages, and rest
28

1 period premium wages to which they were entitled, even though they were
2 entitled;

3 (b) the violations led them to believe that they had been paid the minimum,
4 overtime, meal period premium, and rest period premium wages, even
5 though they had not been;

6 (c) the violations led them to believe they were not entitled to be paid
7 minimum, overtime, meal period premium, and rest period premium wages
8 at the correct California rate even though they were;

9 (d) the violations led them to believe they had been paid minimum, overtime,
10 meal period premium, and rest period premium wages at the correct
11 California rate even though they had not been;

12 (e) the violations hindered them from determining the amounts of minimum,
13 overtime, meal period premium, and rest period premium owed to them;

14 (f) in connection with their employment before and during this action, and in
15 connection with prosecuting this action, the violations caused them to have
16 to perform mathematical computations to determine the amounts of wages
17 owed to them, computations they would not have to make if the wage
18 statements contained the required accurate information;

19 (g) by understating the wages truly due them, the violations caused them to
20 lose entitlement and/or accrual of the full amount of Social Security,
21 disability, unemployment, and other governmental benefits;

22 (h) the wage statements inaccurately understated the wages, hours, and wages
23 rates to which Plaintiff, the Class, and the Aggrieved Employees were
24 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid
25 less than the wages and wage rates to which they were entitled.

26 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code §
27 226(e), including actual damages.
28

1 **CLASS ACTION ALLEGATIONS**

2 22. Plaintiff brings certain claims individually, as well as on behalf of each and all
3 other persons similarly situated, and thus, seek class certification under California Code of Civil
4 Procedure § 382.

5 23. All claims alleged herein arise under California law for which Plaintiff seeks relief
6 authorized by California law.

7 24. The proposed Class consists of and is defined as:

8 All persons who worked for any Defendant in California as an hourly, non-
9 exempt employee at any time during the period beginning four years before the
10 filing of the initial complaint in this action and ending when notice to the Class
is sent.

11 25. At all material times, Plaintiff was a member of the Class.

12 26. Plaintiff undertakes this concerted activity to improve the wages and working
13 conditions of all Class Members.

14 27. There is a well-defined community of interest in the litigation and the Class is
15 readily ascertainable:

16 (a) Numerosity: The members of the Class (and each subclass, if any) are so
17 numerous that joinder of all members would be unfeasible and impractical.
18 The membership of the entire Class is unknown to Plaintiff at this time,
19 however, the Class is estimated to be greater than 100 individuals and the
20 identity of such membership is readily ascertainable by inspection of
21 Defendants' records.

22 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
23 the interests of each Class Member with whom there is a shared, well-
24 defined community of interest, and Plaintiff's claims (or defenses, if any)
25 are typical of all Class Members' claims as demonstrated herein.

26 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
27 the interests of each Class Member with whom there is a shared, well-
28

1 defined community of interest and typicality of claims, as demonstrated
2 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
3 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
4 the rules governing class action discovery, certification, and settlement.
5 Plaintiff has incurred, and throughout the duration of this action, will
6 continue to incur costs and attorneys' fees that have been, are, and will be
7 necessarily expended for the prosecution of this action for the substantial
8 benefit of each class member.

9 (d) Superiority: A Class Action is superior to other available methods for the
10 fair and efficient adjudication of the controversy, including consideration
11 of:

- 12 1) The interests of the members of the Class in individually
13 controlling the prosecution or defense of separate actions;
- 14 2) The extent and nature of any litigation concerning the controversy
15 already commenced by or against members of the Class;
- 16 3) The desirability or undesirability of concentrating the litigation of
17 the claims in the particular forum; and
- 18 4) The difficulties likely to be encountered in the management of a
19 class action.

20 (e) Public Policy Considerations: The public policy of the State of California
21 is to resolve the California Labor Code claims of many employees through
22 a class action. Indeed, current employees are often afraid to assert their
23 rights out of fear of direct or indirect retaliation. Former employees are
24 also fearful of bringing actions because they believe their former
25 employers might damage their future endeavors through negative
26 references and/or other means. Class actions provide the class members
27 who are not named in the complaint with a type of anonymity that allows
28 for the vindication of their rights at the same time as their privacy is

protected.

28. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

29. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a

1 class action;

2 (e) There is a community of interest in obtaining appropriate legal and
3 equitable relief for the statutory violations, and in obtaining adequate
4 compensation for the damages and injuries for which Defendants are
5 responsible in an amount sufficient to adequately compensate the members
6 of the Class for the injuries sustained;

7 (f) Without class certification, the prosecution of separate actions by
8 individual members of the class would create a risk of:

9 1) Inconsistent or varying adjudications with respect to individual
10 members of the Class which would establish incompatible standards
11 of conduct for Defendants; and/or

12 2) Adjudications with respect to the individual members which would,
13 as a practical matter, be dispositive of the interests of other
14 members not parties to the adjudications, or would substantially
15 impair or impede their ability to protect their interests, including but
16 not limited to the potential for exhausting the funds available from
17 those parties who are, or may be, responsible Defendants; and,

18 (g) Defendants have acted or refused to act on grounds generally applicable to
19 the Class, thereby making final injunctive relief appropriate with respect to
20 the class as a whole.

21 30. Plaintiff contemplates the eventual issuance of notice to the proposed members of
22 the Class that would set forth the subject and nature of the instant action. The Defendants' own
23 business records may be utilized for assistance in the preparation and issuance of the
24 contemplated notices. To the extent that any further notices may be required, Plaintiff would
25 contemplate the use of additional techniques and forms commonly used in class actions, such as
26 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
27 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.
28

FIRST CAUSE OF ACTION

(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)

31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

32. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

33. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff, the Class, and the Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

34. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

35. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

36. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff, the Class, and the Aggrieved Employees for their non-overtime hours worked without pay, Plaintiff, the Class, and the Aggrieved Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, the Class, and the Aggrieved Employees, but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

37. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff, the Class, and the Aggrieved Employees.

38. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

39. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff, the Class, and the Aggrieved Employees were entitled to be paid twice a month at rates required by law, including minimum wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff, the Class, and the Aggrieved Employees all such wages due, and failed to pay those wages twice a month.

40. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

41. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

42. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

43. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

44. At all times relevant hereto, Plaintiff, the Class, and the Aggrieved Employees have worked more than eight hours in a workday, as employees of Defendants.

45. At all times relevant hereto, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiff, the Class, and the Aggrieved Employees are regularly required to work overtime hours.

46. By virtue of Defendants' unlawful failure to pay additional premium rate

1 compensation to the Plaintiff, the Class, and the Aggrieved Employees for their overtime hours
2 worked, Plaintiff, the Class, and the Aggrieved Employees have suffered, and will continue to
3 suffer, damages in amounts which are presently unknown to them but which exceed the
4 jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

5 47. By failing to keep adequate time records required by Labor Code § 1174(d),
6 Defendants have made it difficult to calculate the full extent of overtime compensation due to
7 Plaintiff, the Class, and the Aggrieved Employees.

8 48. Plaintiff and the Class also request recovery of overtime compensation according
9 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
10 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
11 California Labor Code and/or other statutes.

12 49. California Labor Code § 204 requires employers to provide employees with all
13 wages due and payable twice a month. The Wage Orders also provide that every employer shall
14 pay to each employee, on the established payday for the period involved, overtime wages for all
15 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff, the Class,
16 and the Aggrieved Employees with all compensation due, in violation of California Labor Code §
17 204.

18 **THIRD CAUSE OF ACTION**

19 **(Against All Defendants for Failure to Provide Meal Periods)**

20 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein
21 paragraphs 1 through 21 in this Complaint.

22 51. Under California law, Defendants have an affirmative obligation to relieve the
23 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
24 start of Plaintiff, the Class, and the Aggrieved Employees' sixth hour of work in a workday, and
25 to take their second meal periods no later than the start of the eleventh hour of work in the
26 workday. Section 512 of the California Labor Code, and Section 11 of the applicable Wage
27 Orders require that an employer provide unpaid meal periods of at least 30 minutes for each five-
28 hour period worked. It is a violation of Section 226.7 of the California Labor Code for an

1 employer to require any employee to work during any meal period mandated under any Wage
2 Order.

3 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff,
4 the Class, and the Aggrieved Employees with both meal periods as required by California law.
5 By their failure to permit and authorize Plaintiff, the Class, and the Aggrieved Employees to take
6 all meal periods as alleged above (or due to the fact that Defendants made it impossible or
7 impracticable to take these uninterrupted meal periods), Defendants willfully violated the
8 provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

9 53. Under California law, Plaintiff and the Class are entitled to be paid one hour of
10 additional wages for each workday he or she was not provided with all required meal period(s),
11 plus interest thereon.

12 **FOURTH CAUSE OF ACTION**

13 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

14 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein
15 paragraphs 1 through 21 in this Complaint.

16 55. Defendants are required by California law to authorize and permit breaks of 10
17 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
18 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
19 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
20 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
21 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
22 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
23 the California Labor Code for an employer to require any employee to work during any rest
24 period mandated under any Wage Order.

25 56. Despite these legal requirements, Defendants failed to authorize Plaintiff, the
26 Class, and the Aggrieved Employees to take rest breaks, regardless of whether employees
27 worked more than 4 hours in a workday. By their failure to permit and authorize Plaintiff, the
28 Class, and the Aggrieved Employees to take rest periods as alleged above (or due to the fact that

1 Defendants made it impossible or impracticable to take these uninterrupted rest periods),
2 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
3 the applicable Wage Orders.

4 57. Under California law, Plaintiff and the Class are entitled to be paid one hour of
5 premium wages rate for each workday he or she was not provided with all required rest break(s),
6 plus interest thereon.

7 **FIFTH CAUSE OF ACTION**

8 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

9 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein
10 paragraphs 1 through 21 in this Complaint.

11 59. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
12 failing to pay and indemnify the Plaintiff, the Class, and the Aggrieved Employees for their
13 necessary expenditures and losses incurred in direct consequence of the discharge of their duties
14 or of their obedience to directions of Defendants.

15 60. As a result, Plaintiff, the Class, and the Aggrieved Employees were damaged at
16 least in the amounts of the expenses they paid, or which were deducted by Defendants from their
17 wages.

18 61. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
19 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
20 2802(b).

21 **SIXTH CAUSE OF ACTION**

22 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
23 **Penalties)**

24 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein
25 paragraphs 1 through 21 in this Complaint.

26 63. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
27 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
28 due and payable immediately, and that if an employee voluntarily leaves his or her employment,

1 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
2 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
3 quit, in which case the employee is entitled to his or her wages at the time of quitting.

4 64. Within the applicable statute of limitations, the employment of Plaintiff and many
5 other members of the Class and the Aggrieved Employees ended, i.e. was terminated by quitting
6 or discharge, and the employment of others will be. However, during the relevant time period,
7 Defendants failed, and continue to fail to pay terminated Class Members and Aggrieved
8 Employees, without abatement, all wages required to be paid by California Labor Code sections
9 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving
10 Defendants' employ.

11 65. Defendants' failure to pay Plaintiff and those Class members and Aggrieved
12 Employees who are no longer employed by Defendants their wages earned and unpaid at the time
13 of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in
14 violation of California Labor Code §§ 201 and 202.

15 66. California Labor Code § 203 provides that if an employer willfully fails to pay
16 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
17 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
18 commenced; but the wages shall not continue for more than thirty (30) days.

19 67. Plaintiff and the Class are entitled to recover from Defendants their additionally
20 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
21 maximum pursuant to California Labor Code § 203.

22 68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the
23 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
24 incurred in this action.

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74. Calculation of the true wage entitlement for Plaintiff, the Class, and the Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiff, the Class, and the Aggrieved Employees were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

75. Plaintiff and the Class are entitled to recover from Defendants their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a).

76. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

EIGHTH CAUSE OF ACTION

**(Against all Defendants for Violation of California Business & Professions Code §§ 17200,
et seq.)**

77. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

78. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

79. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, the Aggrieved Employees and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

80. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

81. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,

1 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
2 California Business & Professions Code §§ 17200, *et seq.*

3 **Failure to Pay Minimum Wages**

4 82. Defendants' failure to pay minimum wages, and other benefits in violation of the
5 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
6 Business & Professions Code §§ 17200, *et seq.*

7 **Failure to Pay Overtime Wages**

8 83. Defendants' failure to pay overtime compensation and other benefits in violation
9 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
10 prohibited by California Business & Professions Code §§ 17200, *et seq.*

11 **Failure to Maintain Accurate Records of All Hours Worked**

12 84. Defendants' failure to maintain accurate records of all hours worked in accordance
13 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
14 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

15 **Failure to Provide Meal Periods**

16 85. Defendants' failure to provide meal periods in accordance with California Labor
17 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
18 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

19 **Failure to Authorize and Permit Rest Periods**

20 86. Defendants' failure to authorize and permit rest periods in accordance with
21 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
22 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

23 **Failure to Indemnify Necessary Business Expenses**

24 87. Defendants' failure to indemnify employees for necessary business expenses in
25 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
26 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
27 17200, *et seq.*

28 **Failure to Provide Accurate Itemized Wage Statements**

1 88. Defendants' failure to provide accurate itemized wage statements in accordance
2 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
3 prohibited by California Business & Professions Code §§ 17200, *et seq.*

4 89. By and through their unfair, unlawful and/or fraudulent business practices
5 described herein, the Defendants, have obtained valuable property, money and services from
6 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly
7 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

8 90. Plaintiff, the Class, and the Aggrieved Employees suffered monetary injury as a
9 direct result of Defendants' wrongful conduct.

10 91. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
11 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
12 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
13 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
14 the Class are not obligated to establish individual knowledge of the wrongful practices of
15 Defendants in order to recover restitution.

16 92. Plaintiff, individually, and on behalf of members of the putative class, are further
17 entitled to and do seek a declaration that the above described business practices are unfair,
18 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
19 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
20 practices in the future.

21 93. Plaintiff, individually, and on behalf of members of the putative class, have no
22 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
23 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
24 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
25 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
26 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
27 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

28 94. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth

1 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
2 withholdings.

3 95. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
4 and putative Class Members are entitled to restitution of the wages withheld and retained by
5 Defendants during a period that commences four years prior to the filing of this complaint; a
6 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
7 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
8 1021.5 and other applicable laws; and an award of costs.

9 **NINTH CAUSE OF ACTION**

10 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
11 **2004, Cal. Lab. Code § 2698 et seq.)**

12 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 21, and Causes of Action One through Eight, as alleged in this Complaint.

14 97. At all times herein mentioned, Defendants were subject to the Labor Code of the
15 State of California and the applicable Industrial Welfare Commission Orders.

16 98. California Labor Code § 2699(a) specifically provides for a private right of action
17 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
18 law, any provision of this code that provides for a civil penalty to be assessed and collected by
19 the Labor and Workforce Development Agency or any of its departments, divisions,
20 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
21 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
22 herself and other current or former employees pursuant to the procedures specified in Section
23 2699.3."

24 99. Plaintiff has exhausted his administrative remedies pursuant to California Labor
25 Code § 2699.3. On December 24, 2021, he gave written notice by online filing to the Labor and
26 Workforce Development Agency and by certified mail to Defendants of the specific provisions
27 of the Labor Code that Defendants have violated against Plaintiff and certain current and former
28

1 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
2 paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-859315-21.

3 100. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
4 Workforce Development Agency has not indicated that it intends to investigate Defendants'
5 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
6 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
7 the Labor Code described in this Complaint. These penalties include, but are not limited to,
8 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

9 101. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
10 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
11 employing labor who willfully fails to maintain accurate and complete records required by
12 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
13 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
14 begins and ends each work period. Meal periods, and total hours worked daily shall also be
15 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
16 keep total hours worked in the payroll period and applicable rates of pay.

17 102. During the time period of employment for Plaintiff and the Aggrieved Employees,
18 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
19 maintain accurate records showing meal periods. Defendants' failure to provide and maintain
20 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
21 Employees the ability to know, understand and question the accuracy and frequency of meal
22 periods. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting
23 failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants.
24 As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer,
25 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
26 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation
27 under state law, all to their respective damage in amounts according to proof at trial. Because of
28 Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders,

1 Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented
2 from knowing, understanding, and disputing the wage payments paid to them.

3 103. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
4 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
5 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
6 to be shown according to proof at trial. These penalties are in addition to all other remedies
7 permitted by law.

8 104. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
9 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
10 any action shall be entitled to an award of reasonable attorney's fees and costs."

11 **PRAYER FOR RELIEF**

12 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
13 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
14 follows:

15 **Class Certification**

- 16 1. That this action be certified as a class action with respect to the First, Second,
17 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
18 2. That Plaintiff be appointed as the representative of the Class; and
19 3. That counsel for Plaintiff be appointed as Class Counsel.

20 **As to the First Cause of Action**

- 21 4. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
23 minimum wages due;
24 5. For general unpaid wages as may be appropriate;
25 6. For pre-judgment interest on any unpaid compensation commencing from the date
26 such amounts were due;
27 7. For liquidated damages;
28 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code § 1194(a); and,

2 9. For such other and further relief as the Court may deem equitable and appropriate.

3 As to the Second Cause of Action

4 10. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
6 overtime wages due;

7 11. For general unpaid wages at overtime wage rates as may be appropriate;

8 12. For pre-judgment interest on any unpaid overtime compensation commencing
9 from the date such amounts were due;

10 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
11 California Labor Code § 1194(a); and,

12 14. For such other and further relief as the Court may deem equitable and appropriate.

13 As to the Third Cause of Action

14 15. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16 16. For unpaid meal period premium wages as may be appropriate;

17 17. For pre-judgment interest on any unpaid compensation commencing from the date
18 such amounts were due;

19 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
20 and for costs of suit incurred herein; and

21 19. For such other and further relief as the Court may deem equitable and appropriate.

22 As to the Fourth Cause of Action

23 20. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

25 21. For unpaid rest period premium wages as may be appropriate;

26 22. For pre-judgment interest on any unpaid compensation commencing from the date
27 such amounts were due;

1 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
2 and for costs of suit incurred herein; and

3 24. For such other and further relief as the Court may deem equitable and appropriate.

4 As to the Fifth Cause of Action

5 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
6 2802 and the IWC Wage Orders;

7 26. For general unpaid wages and reimbursement of business expenses as may be
8 appropriate;

9 27. For pre-judgment interest on any unpaid compensation commencing from the date
10 such amounts were due;

11 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

12 29. For such other and further relief as the Court may deem equitable and appropriate.

13 As to the Sixth Cause of Action

14 30. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
16 termination of the employment;

17 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
18 employees who have left Defendants' employ;

19 32. For pre-judgment interest on any unpaid wages from the date such amounts were
20 due;

21 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

22 34. For such other and further relief as the Court may deem equitable and appropriate.

23 As to the Seventh Cause of Action

24 35. That the Court declare, adjudge and decree that Defendants violated the record
25 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
26 willfully failed to provide accurate itemized wage statements thereto;

27 36. For penalties and actual damages pursuant to California Labor Code § 226(e);
28

1 37. For injunctive relief to ensure compliance with this section, pursuant to California
2 Labor Code § 226(h);

3 38. For reasonable attorneys' fees and for costs of suit incurred herein; and

4 39. For such other and further relief as the Court may deem equitable and appropriate.

5 As to the Eighth Cause of Action

6 40. That the Court declare, adjudge and decree that Defendants violated California
7 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
8 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
9 accurate records of meal periods, failing to authorize and permit rest periods, and failing to
10 maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage
11 statements, and failing to indemnify necessary business expenses;

12 41. For restitution of unpaid wages to Plaintiff and all Class Members and
13 prejudgment interest from the day such amounts were due and payable;

14 42. For the appointment of a receiver to receive, manage and distribute any and all
15 funds disgorged from Defendants and determined to have been wrongfully acquired by
16 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

17 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
18 California Code of Civil Procedure § 1021.5;

19 44. For injunctive relief to ensure compliance with this section, pursuant to California
20 Business & Professions Code §§ 17200, *et seq.*; and,

21 45. For such other and further relief as the Court may deem equitable and appropriate.

22 As to the Ninth Cause of Action

23 46. That the Court declare, adjudge and decree that Defendants violated the California
24 Labor Code by failing to pay all wages owed, including overtime, failure to provide meal
25 periods, failing to maintain accurate records of meal periods, failing to reimburse necessary
26 business expenses, failing to authorize and permit rest periods, failing to pay final wages at
27 termination, and failing to furnish accurate wage statements;

28 47. For all actual, consequential and incidental losses and damages, according to proof;

1 48. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all
2 other applicable Labor Code provisions;

3 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code § 2699; and,

5 50. For such other and further relief as the Court may deem equitable and appropriate.

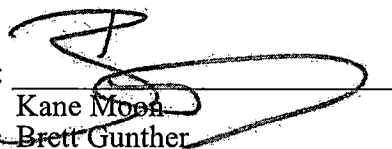
6 As to all Causes of Action

7 51. For any additional relief that the Court deems just and proper.

8
9 Dated: March 7, 2022

Respectfully submitted,

10 MOON & YANG, APC

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12 By: 

Kane Moon

Brett Gunther

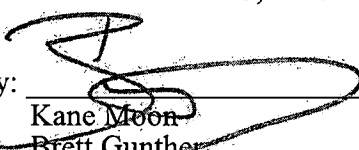
Attorneys for Plaintiff

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15 **DEMAND FOR JURY TRIAL**

16 Plaintiff demands a trial by jury as to all causes of action triable by jury.

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18 Dated: March 7, 2022

MOON & YANG, APC

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20 By: 

Kane Moon

Brett Gunther

Attorneys for Plaintiff

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **STIPULATION AND [PROPOSED] ORDER FOR LEAVE TO FILE FIRST AMENDED COMPLAINT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

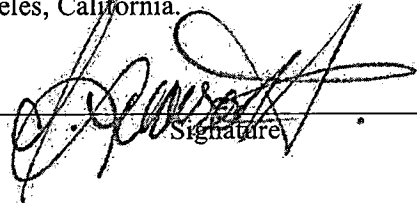
David B. Mule,
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Tel: (760) 325-5055
dmule@fitzgeraldmulelaw.com
jfitzgerald@fitzgeraldmulelaw.com

Attorneys for Defendant Creating A Legacy, Inc.,

☒ **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **June 20, 2022** at Los Angeles, California.

Ivette Hernandez
Type or Print Name


Signature